

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		11/13/2009	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Dayco Products, LLC
<b>Street Address:</b>	One Town Centre
<b>Internal Address:</b>	501 John James Audubon Parkway
<b>City:</b>	Amherst
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14226
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Luminator Holding L.P.
<b>Street Address:</b>	One Town Centre
<b>Internal Address:</b>	501 John James Audubon Parkway
<b>City:</b>	Amherst
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14226
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 48**

Property Type	Number	Word Mark
Registration Number:	1243988	ONE FOR THE ROAD
Registration Number:	0826372	
Registration Number:	1210283	EQUI-MATCH
Registration Number:	0826412	GPL
Registration Number:	1124505	S-BELT
Registration Number:	1391387	DAYCO

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Registration Number:	1248283	DURAGUARD
Registration Number:	1508598	E DAYCO COMMITTED TO EXCELLENCE
Registration Number:	0721336	MAXIMAIRE
Registration Number:	0936087	QUICK-FIT
Registration Number:	0808101	UNI-V
Registration Number:	1479618	POLY COG
Registration Number:	2641207	NO SLACK
Registration Number:	1243986	ONE FOR THE ROAD
Registration Number:	0850603	KWIK-FLEX
Registration Number:	1042118	INSURE
Registration Number:	1056610	CLAMP-FINDER
Registration Number:	1650155	ACSM
Registration Number:	1493547	ADDEM
Registration Number:	1868010	ARAMAX
Registration Number:	0791413	AUTOFLEX
Registration Number:	1961341	DURA MAX
Registration Number:	0918500	INSULONE
Registration Number:	1385162	RAINCHECK
Registration Number:	1002590	POLY-RIB
Registration Number:	1868012	TOUR
Registration Number:	1243987	
Registration Number:	1647865	DAYCO
Registration Number:	0879953	DRIVE RITE
Registration Number:	0999555	MULTI-RIB
Registration Number:	0540138	ROAD KING
Registration Number:	1234441	FACTFINDER
Registration Number:	1689837	DAYCO
Registration Number:	0849820	
Registration Number:	1248721	DAYCO BLACK BELT EXPERTS
Registration Number:	1258003	DAYCO BLACK BELT EXPERTS
Registration Number:	0832920	GOLD LABEL
Registration Number:	0413577	STIFLEX
Registration Number:	0424888	DAYCO
Registration Number:	1764093	LUMINATOR
Registration Number:	1603514	MATRIX: MAX

Registration Number:	1604429	GTI
Registration Number:	1190689	FLARE-VENT
Registration Number:	1238358	SUPER-VENT
Registration Number:	0274556	PETROFLEX
Registration Number:	1141321	TRI-BON-FLEX
Registration Number:	1266305	DURAVENT
Registration Number:	1558000	

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:	509600/0290
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/20/2009

Total Attachments: 5  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") is dated as of November 13, 2009, from JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") to DAYCO PRODUCTS, LLC, a Delaware limited liability company and LUMINATOR HOLDING L.P., a Delaware limited partnership, (the "US Borrowers").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 14, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mark IV Holdings, S.A., MIV Acquisition Corporation, Mark IV Industries, Inc., the US Borrowers, Dayco Europe SrL and Lombardini SrL, the European Borrowers, the Lenders and the Agent, the Lenders agreed to make Loans and other extensions of credit to the US Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the US Borrowers and certain other subsidiaries of the US Borrowers executed and delivered a Guarantee and Collateral Agreement, dated as of September 14, 2000, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and such Guarantee and Collateral Agreement was reaffirmed pursuant to the Reaffirmation Agreement dated June 21, 2004 amongst the US Borrowers and the Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the US Borrowers pledged and granted to the Agent for the benefit of the Lenders a security interest in all Intellectual Property, including the Trademarks;

WHEREAS, the US Borrowers and Agent entered into that certain Grant of Security Interest in Trademark Rights, dated as of May 31, 2002 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the US Borrower pledged and granted a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigned, transferred, and conveyed the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance, and observance of the Obligations (the "Security Interest"); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 19, 2002, at Reel 2522 and Frame 0696, and at Reel 2527 and Frame 0563;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

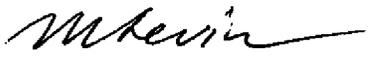
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Authorization to File. The Agent hereby authorizes the US Borrowers or the US Borrowers' authorized representative to (i) file this Agreement with the United States Patent and Trademark Office, and (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of the Security Interest.

4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A., as Administrative Agent

By:   
Name: Marina Levin  
Title: Executive Director

Schedule A  
U.S. Trademark Registrations and Applications

Title	App./Reg. No.
ONE FOR THE ROAD	1,243,988
DESIGN ONLY	826,372
EQUI-MATCH	1,210,283
GPL	826,412
S-BELT	1,124,505
DAYCO	1,391,387
DURAGUARD	1,248,283
E DAYCO COMMITTED TO EXCELLENCE AND DESIGN	1,508,598
MAXIMAIRE	721,336
QUICK-FIT	936,087
UNI-V	808,101
POLY COG	1,479,618
NO SLACK	2,641,207
ONE FOR THE ROAD AND DESIGN	1,243,986
KWIK-FLEX	850,603
INSURE	1,042,118
CLAMP-FINDER	1,056,610
ACSM	1,650,155
ADDEM	1,493,547
ARAMAX	1,868,010
AUTOFLEX	791,413
DURA MAX	1,961,341
INSULONE	918,500
RAINCHECK	1,385,162
POLY-RIB	1,002,590
TOUR	1,868,012
DESIGN ONLY	1,243,987
DAYCO	1,647,865
DRIVE RITE	879,953
MULTI-RIB	999,555
ROAD KING	540,138
FACTFINDER	1,234,441
DAYCO AND DESIGN	1,689,837
DESIGN ONLY	849,820
DAYCO BLACK BELT EXPERTS AND DESIGN	1,248,721
DAYCO BLACK BELT EXPERTS	1,258,003
GOLD LABEL	832,920
STIFLEX	413,577
DAYCO	424,888
LUMINATOR	1,764,093
MATRIX: MAX	1,603,514
GTI	1,604,429

<b>Title</b>	<b>App./Reg. No.</b>
FLARE-VENT	1,190,689
SUPER-VENT	1,238,358
PETROFLEX	274,556
TRI-BON-FLEX	1,141,321
DURAVENT	1,266,305
Design Only	1,558,000